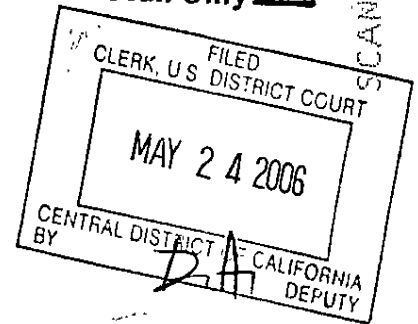


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IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

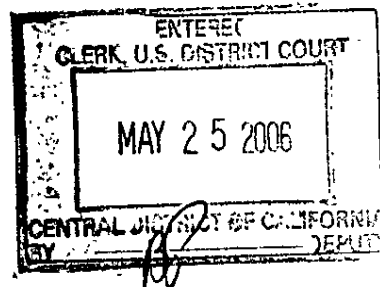
v.

ACORN ENGINEERING
COMPANY; AEROSOL SERVICES
COMPANY, INC.; BCY
INDUSTRIAL ENTERPRISES; DWM
PROPERTIES, LLC; HOWARD LIM,
WALTER LIM, SYLVIA LIM AND
NANCY LIM; GOE ENGINEERING
CO., INC.; HEXCEL
CORPORATION; LANSKO DIE
CASTING, INC.; C. ROY HERRING,
Individually and as Trustee of the
MIRIAM HERRING TRUST;
HERRING INVESTMENTS, LLC;
MASCO BUILDING PRODUCTS
CORP.; SALTIRE INDUSTRIAL,
INC. (f/k/a SCOVILL, INC.); DANIEL
SAPARZADEH; SOMITEX PRINTS
OF CALIFORNIA, INC.; UNION
PACIFIC RAILROAD COMPANY;
and UTILITY TRAILER
MANUFACTURING COMPANY,

Defendants.

Civil Action No.
03-5470-ABC (FMOx)

CONSENT DECREE



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CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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I. BACKGROUND

A. The United States of America ("United States" or "Plaintiff"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, seeking performance of response actions and reimbursement of response costs incurred and to be incurred by the EPA and the Department of Justice for response actions taken at or in connection with a release or threatened release of hazardous substances at the Puente Valley Operable Unit ("PVOU") of the San Gabriel Valley Superfund Site, Area 4, Los Angeles County, California (the "Site").

B. Effective July 15, 1993, certain parties identified by EPA as potentially responsible parties ("PRPs") at the Site, entered into a Puente Valley Operable Unit PRP Organization Agreement forming the Puente Valley Steering Committee ("PVSC"), so as to respond as a group to claims asserted by the United States in connection with this Site, and allocate among themselves common legal, technical, administrative, and other costs incurred in connection with the PVOU.

C. The PVSC currently consists of the following PRPs: Acorn Engineering Company; Aerosol Services Company, Inc.; Howard Lim, Walter Lim, Sylvia Lim and Nancy Lim; GOE Engineering Co., Inc; Hexcel Corporation; Lansco Die Casting, Inc.; C. Roy Herring, individually and as trustee of the Miriam Herring Trust; Herring Investments, LLC; Saltire Industrial, Inc. (f/k/a Scovill, Inc.); Somitex Prints of California, Inc.; Union Pacific Railroad Company; Utility Trailer Manufacturing Company; TRW, Inc.; and Lucas Western, Inc. ("PVSC members").

D. The PVSC members have resolved claims between and among themselves for performance of and payment for: (a) the Remedial

1 Investigation/Feasibility Study (set forth in EPA's September 30, 1993
2 Administrative Order on Consent) and (b) the Interim Remedy (set forth in EPA's
3 September 30, 1998 Record of Decision) for the Site. On February 13, 2002, the
4 PVSC members entered into a "Participation and Joint Defense Agreement for
5 Response Work and Payment of Government Response Costs" resolving such
6 claims between and among themselves ("PVSC Agreement").

7 E. In order to resolve the United States' claims against them, the PVSC
8 members made a good faith offer to the United States to perform and/or pay for a
9 portion of the Response Work, pay a portion of Future Response Costs, and pay a
10 portion of Past Response Costs at the Site ("the PVSC Offer").

11 F. Pursuant to the PVSC Offer, some PVSC members have offered to
12 pay a portion of Past Response Costs at the Site, while other PVSC members have
13 offered to perform and/or pay for a portion of the Response Work and a portion of
14 the Future Response Costs at the Site.

15 G. This Consent Decree provides for the reimbursement of a portion of
16 Past Response Costs at the Site by the following PVSC members: Acorn
17 Engineering Company; Aerosol Services Company, Inc.; Howard Lim, Walter
18 Lim, Sylvia Lim and Nancy Lim; GOE Engineering Co., Inc; Hexcel Corporation;
19 Lansco Die Casting, Inc.; C. Roy Herring, individually and as trustee of the
20 Miriam Herring Trust; Herring Investments, LLC; Saltire Industrial, Inc. (f/k/a
21 Scovill, Inc.); Somitex Prints of California, Inc.; Union Pacific Railroad Company;
22 and Utility Trailer Manufacturing Company ("Settling Defendants").

23 H. The United States and Settling Defendants agree, and this Court by
24 entering this Consent Decree finds, that Settling Defendants' payment of Past
25 Response Costs resolves the United States' claims against such Settling
26 Defendants for response costs incurred and to be incurred, and for implementation
27 of Response Work at the Site.

28 I. By entering into this Consent Decree, Settling Defendants do not

1 admit liability to or arising out of the transactions or occurrences alleged in the
2 Complaint or to any other person related to the Site.

3 J. The United States and Settling Defendants agree, and this Court by
4 entering this Consent Decree finds, that this Consent Decree has been negotiated
5 by the Parties in good faith, that settlement of this matter will avoid prolonged and
6 complicated litigation between the Parties, and that this Consent Decree is fair,
7 reasonable, and in the public interest.

8 THEREFORE, with the consent of the Parties to this Decree, it is
9 ORDERED, ADJUDGED, AND DECREED:

10 II. JURISDICTION

11 1. This Court has jurisdiction over the subject matter of this action
12 pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. §§ 6973, 9606, 9607, and
13 9613(b), and also has personal jurisdiction over Settling Defendants. Settling
14 Defendants consent to and shall not challenge entry of this Consent Decree or this
15 Court's jurisdiction to enter and enforce this Consent Decree.

16 III. PARTIES BOUND

17 2. This Consent Decree is binding upon the United States and upon
18 Settling Defendants and their beneficiaries, heirs, successors, and assigns. Any
19 change in ownership or corporate or other legal status, including but not limited
20 to, any transfer of assets or real or personal property, shall in no way alter the
21 status or responsibilities of Settling Defendants under this Consent Decree.

22 IV. DEFINITIONS

23 3. Unless otherwise expressly provided herein, terms used in this
24 Consent Decree which are defined in CERCLA or in regulations promulgated
25 under CERCLA shall have the meaning assigned to them in CERCLA or in such
26 regulations. Whenever the terms listed below are used in this Consent Decree or
27 in any appendix attached hereto, the following definitions shall apply:

28 a. "Affiliate" shall mean a person or entity designated as such at

1 Appendix A, but only to the extent that the potential liability of such person or
2 entity arises pursuant to 42 U.S.C. § 9607(a) with regard to the Site and: (i)
3 derives from that person's or entity's relationship to or affiliation with a Settling
4 Defendant and not from an independent basis of liability under CERCLA; or (ii)
5 arises out of that person's or entity's ownership of or operations at a Site property,
6 which property is or was owned or operated by a Settling Defendant.

7 b. "Basin-wide Response Costs" shall mean costs, including but
8 not limited to direct and indirect costs, including accrued Interest, that the United
9 States has paid for basin-wide (non-operable unit) response actions in connection
10 with the San Gabriel Valley Superfund Sites, Areas 1- 4.

11 c. "CERCLA" shall mean the Comprehensive Environmental
12 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.
13 § 9601, et seq.

14 d. "Consent Decree" shall mean this Consent Decree and all
15 appendices attached hereto. In the event of conflict between this Consent Decree
16 and any appendix, the Consent Decree shall control.

17 e. "Day" shall mean a calendar day. In computing any period of
18 time under this Consent Decree, where the last day falls on a Saturday, Sunday, or
19 federal holiday, the period shall run until the close of business of the next working
20 day.

21 f. "DOJ" shall mean the United States Department of Justice and
22 any successor departments, agencies, or instrumentalities of the United States.

23 g. "Effective Date" shall mean the date of entry of this Consent
24 Decree.

25 h. "EPA" shall mean the United States Environmental Protection
26 Agency and any successor departments, agencies, or instrumentalities of the
27 United States.

28 i. "EPA Hazardous Substance Superfund" shall mean the

1 Hazardous Substance Superfund established by the Internal Revenue Code,
2 26 U.S.C. § 9507.

3 j. "Facility" shall mean the Site.

4 k. "Future Response Costs" shall mean all costs, including but not
5 limited to Oversight Costs, direct and indirect costs, and Basin-wide Response
6 Costs allocated to the Site, including Interest, that the United States or any third
7 party pays or incurs for the Response Work at the Site after the date of entry of
8 this Consent Decree.

9 l. "Interest" shall mean interest at the applicable rate specified for
10 interest on investments of the Hazardous Substance Superfund established by
11 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance
12 with 42 U.S.C. § 9607(a).

13 m. "Oversight Costs" shall mean all direct and indirect costs,
14 including Interest, that the United States incurs in connection with monitoring and
15 supervising performance of the Response Work by other persons.

16 n. "Owner Settling Defendant" shall mean each of the following
17 Settling Defendants (including Affiliates) which owns and/or controls access to
18 any property located within the Site: Acorn Engineering Company; Aerosol
19 Services Company, Inc.; BCY Industrial Enterprises (Affiliate); DWM Properties,
20 LLC (Affiliate); Industry Urban-Development Agency (Affiliate); Lansco Die
21 Casting, Inc.; Masco Building Products Corp (Affiliate); Daniel Saparzadeh
22 (Affiliate); Somitex Prints of California, Inc.; and Union Pacific Railroad
23 Company.

24 o. "Paragraph" shall mean a portion of this Consent Decree
25 identified by an arabic numeral or an upper or lower case letter.

26 p. "Parties" shall mean the United States and the Settling
27 Defendants.

28 q. "Past Response Costs" shall mean all costs, including but not

1 limited to Oversight Costs, direct and indirect costs, and Basin-wide Response
2 Costs allocated to the Site, including Interest, that the United States or any third
3 party has paid or incurred at the Site through and including the date of entry of this
4 Consent Decree.

5 r. "Plaintiff" shall mean the United States.

6 s. "Record of Decision" or "ROD" shall mean the September 30,
7 1998 EPA Interim Record of Decision for the Puente Valley Operable Unit of the
8 San Gabriel Valley Superfund Sites, Areas 1-4.

9 t. "Response Work" shall mean the design and implementation of
10 any remedial measures, including the operation and maintenance thereof,
11 encompassed within the Record of Decision.

12 u. "Section" shall mean a portion of this Consent Decree
13 identified by a roman numeral.

14 v. "Settling Defendants" shall mean Acorn Engineering
15 Company; Aerosol Services Company, Inc.; Howard Lim, Walter Lim, Sylvia Lim
16 and Nancy Lim; GOE Engineering Co., Inc; Hexcel Corporation; Lansco Die
17 Casting, Inc.; C. Roy Herring, individually and as trustee of the Miriam Herring
18 Trust; Herring Investments, LLC; Saltire Industrial, Inc. (f/k/a Scovill, Inc.);
19 Somitex Prints of California, Inc.; Union Pacific Railroad Company; and Utility
20 Trailer Manufacturing Company. In addition, the term shall include: (i) where the
21 Settling Defendant is a corporate entity, its corporate successors; (ii) where the
22 Settling Defendant is a partnership, its partners; (iii) where the Settling Defendant
23 is an individual, that individual's heirs and beneficiaries, but only to the extent
24 that such person or entity within these three categories has no independent liability
25 for the Site other than liability derived from that person's or entity's relationship
26 to or affiliation with the Settling Defendant; and (iv) Affiliates, except with
27 respect to Paragraphs 4, 5, and 6(a) of this Consent Decree.

28 w. "Site" shall mean the facility, which consists of an area of

1 groundwater contamination in Los Angeles County, California, located in the
2 geographic area designated on the National Priorities List as the San Gabriel
3 Valley Superfund Site, Area 4 [see 49 Fed. Reg. 19480 (1984)], and identified as
4 the Puente Valley Operable Unit.

5 x. "United States" shall mean the United States of America,
6 including its departments, agencies and instrumentalities.

7 V. REIMBURSEMENT OF RESPONSE COSTS

8 4. Payment to the EPA Hazardous Substance Superfund. Settling
9 Defendants shall pay to the EPA Hazardous Substance Superfund the amount of
10 ten million dollars (\$10,000,000) in reimbursement of Past Response Costs.

11 Payment shall be made as follows:

12 a. Prior to entry of this Consent Decree, Settling Defendants shall
13 deposit the amount of 8.5 million dollars (\$8,500,000) into an interest-bearing
14 escrow account in a bank or other financial institution acceptable to the United
15 States and meeting the requirements set forth in Paragraph 4.b. Settling
16 Defendants shall notify the United States of such deposit by forwarding to the
17 DOJ by overnight mail and facsimile transmission, a bank statement
18 demonstrating that the amount of 8.5 million dollars (\$8,500,000) had been so
19 deposited. Notice also shall be forwarded to the DOJ in accordance with
20 Paragraph 31, Section XIII (Notices and Submissions), referencing this Consent
21 Decree and DOJ Case Number 90-11-2-354/1.

22 b. The escrow account and the escrow agent shall be subject to
23 prior approval by the United States. The escrow agreement shall provide that the
24 escrow agent submit to the jurisdiction and venue of this Court. Settling
25 Defendants shall pay all costs, fees, taxes, and charges of the escrow account and
26 these amounts shall not be deducted from monies required to be paid to the United
27 States under this Consent Decree, including the interest on the monies in the
28 escrow account. Settling Defendants shall bear all risk of loss from the escrow

1 account. All funds paid into the escrow account and any interest earned in the
2 account shall remain in escrow and may not be withdrawn by any person, except
3 for the purpose of making payment to the United States as required by this
4 Consent Decree, unless Plaintiff withdraws its consent to entry of this Consent
5 Decree or the Court declines to enter it, in which case all sums in the escrow
6 account shall be returned to Settling Defendants.

7 c. Settling Defendants shall, through the escrow agent and within
8 ten (10) working days after entry of this Consent Decree, remit the principal of the
9 escrowed monies, together with any accrued interest thereon, to the United States.
10 Payment to the United States shall be made by FedWire Electronic Funds Transfer
11 ("EFT") to the U.S. Department of Justice in accordance with current EFT
12 procedures, referencing the USAO File Number, EPA Region IX, the Site/Spill ID
13 Number 09-2C and 09-27, and DOJ Case Number 90-11-2-354/1. Payment shall
14 be made in accordance with instructions provided to the Settling Defendants by
15 the Financial Litigation Unit of the United States Attorney's Office for the Central
16 District of California following lodging of the Consent Decree. Any payments
17 received by the Department of Justice after 4:00 p.m. Eastern Time shall be
18 credited on the next business day. Settling Defendants shall send notice to the
19 EPA and the DOJ that payment has been made in accordance with Section XIII
20 (Notices and Submissions) and to Donald Loi, Financial Management Specialist
21 (PMD-6), U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, California
22 94105.

23 d. Settling Defendants intend to have the 8.5 million dollars
24 (\$8,500,000) deposited in the interest bearing escrow account, as set forth in
25 Paragraph 4.a.- c. above, qualify as a Qualified Settlement Fund, pursuant to
26 Treas. Reg. § 1.468B and Treas. Reg. § 301.7701- 4(e).

27 e. The balance of 1.5 million dollars (\$1,500,000) of the ten
28 million dollar (\$10,000,000) payment for Past Response Costs shall be paid to the

1 United States by Settling Defendant Saltire Industrial, Inc. (f/k/a Scovill, Inc.) in
2 two installments as follows: (1) a payment of five hundred thousand dollars
3 (\$500,000) plus accrued Interest on the outstanding balance at the time of such
4 payment, payable on or before the first anniversary of the date of entry of this
5 Consent Decree; and (2) a payment of one million dollars (\$1,000,000) plus
6 accrued Interest on the outstanding balance at the time of such payment, payable
7 on or before the second anniversary of the date of entry of this Consent Decree.
8 Payment to the United States shall be made by FedWire Electronic Funds Transfer
9 ("EFT") to the U.S. Department of Justice in accordance with current EFT
10 procedures, referencing the USAO File Number, EPA Region IX, the Site/Spill ID
11 Number 09-2C and 09-27, and DOJ Case Number 90-11-2-354/1. Payment shall
12 be made in accordance with instructions provided to the Settling Defendant by the
13 Financial Litigation Unit of the United States Attorney's Office for the Central
14 District of California following lodging of the Consent Decree. Any payments
15 received by the Department of Justice after 4:00 p.m. Eastern Time shall be
16 credited on the next business day. Settling Defendant Saltire Industrial, Inc.
17 (f/k/a Scovill, Inc.) shall send notice to the EPA and the DOJ that payment has
18 been made in accordance with Section XIII (Notices and Submissions) and to
19 Donald Loi, Financial Management Specialist (PMD-6), U.S. EPA, Region IX,
20 75 Hawthorne Street, San Francisco, California 94105.

21 f. The ten million dollars (\$10,000,000) paid by Settling
22 Defendants to the United States shall be deposited in the "San Gabriel Valley
23 Superfund Sites, Area 4, Special Account" within the EPA Hazardous Substance
24 Superfund. This Special Account shall be retained and used to conduct or finance
25 response actions at or in connection with the Site or the San Gabriel Valley
26 Superfund Sites (Areas 1- 4), or may be transferred by the EPA from this Special
27 Account to the EPA Hazardous Substance Superfund.

28

VI. FAILURE TO COMPLY WITH REQUIREMENTS

5. Interest on Late Payments. Settling Defendants shall be jointly and severally liable for Interest on any payment by the escrow agent which is not received as required pursuant to Paragraph 4.c., Section V (Reimbursement of Past Costs), which Interest shall accrue on any unpaid balance (including escrow interest) through the date of payment by the escrow agent. Settling Defendant Saltire Industrial, Inc. (f/k/a Scovill, Inc.) additionally shall be liable for Interest on any payment which is not received as required under Paragraph 4.e., Section V (Reimbursement of Past Costs), which Interest shall accrue on the unpaid balance through the date of payment by Settling Defendant Saltire Industrial, Inc. (f/k/a Scovill, Inc.).

6. Stipulated Penalties.

a. Settling Defendants shall be jointly and severally liable for stipulated penalties for any late payment by the escrow agent pursuant to Paragraph 4.c., Section V (Reimbursement of Past Costs), in addition to the Interest on Late Payments required under Paragraph 5. Settling Defendant Saltire, Inc. (f/k/a Scovill, Inc.) shall be liable for stipulated penalties for any late payment which is not received as required pursuant to Paragraph 4.e., Section V (Reimbursement of Past Costs), in addition to the Interest on Late Payments required under Paragraph 5. Stipulated penalties shall be in the following amounts per violation per day that any such payment is late:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1500	1st through 14th day
\$2500	15th through 30th day
\$3500	31st day and beyond

b. Each Settling Defendant shall be liable for stipulated penalties in the amount of \$1500 per day per violation by that Settling Defendant of the provisions contained in Sections X (Site Access), XI (Access To Information),

1 and XII (Retention of Records).

2 7. All Interest and penalties set forth under this Section shall begin to
3 accrue on the day a violation occurs, and shall continue to accrue through the final
4 day of the correction of the noncompliance. Nothing herein shall prevent the
5 simultaneous accrual of separate penalties for separate violations of this Consent
6 Decree.

7 8. Interest and penalties shall accrue as provided in Paragraphs 5 and 6,
8 regardless of whether EPA has notified Settling Defendants of the violation or
9 made a demand for payment, but need be paid only upon demand.

10 9. Interest and stipulated penalties set forth under this Section shall be
11 due and payable within 30 days of the date of demand for payment by EPA. All
12 payments to the United States under this Paragraph shall be made by certified or
13 cashier's check made payable to the "EPA Hazardous Substances Superfund,"
14 shall be forwarded to the U.S. EPA, Region IX, Superfund Accounting, P.O. Box
15 360863M, Pittsburgh, PA 15251, shall indicate that payment is for Interest and/or
16 stipulated penalties, and shall reference EPA Region IX, the Site/Spill
17 Identification Numbers 09-2C and 09-27, the USAO File Number, the DOJ Case
18 Number 90-11-2-354/1, and the name and address of the party(ies) making
19 payment. Copies of check(s) paid pursuant to this Paragraph, and any
20 accompanying transmittal letter(s), shall be forwarded to the DOJ and the EPA as
21 provided in Section XIII (Notices and Submissions), and to Donald Loi, Financial
22 Management Specialist (PMD-6), U.S. EPA, Region IX, 75 Hawthorne Street, San
23 Francisco, California 94105.

24 10. Notwithstanding any other provision of this Section, the United States
25 may, in its unreviewable discretion, waive any portion of Interest or stipulated
26 penalties that have accrued pursuant to this Consent Decree.

27 11. Payments made under Paragraphs 5 through 10 shall be in addition to
28 any other remedies or sanctions available to Plaintiff by virtue of any Settling

1 Defendant's failure to comply with the requirements of this Consent Decree.

2 12. If the United States brings an action against any Settling Defendant(s)
3 to enforce this Consent Decree, such Settling Defendant(s) shall reimburse the
4 United States for all costs of such action, including but not limited to costs of
5 attorney time.

6 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

7 13. Covenant Not to Sue by United States. Except as specifically
8 provided in Paragraph 14 (Reservation of Rights by United States), the United
9 States covenants not to sue or to take administrative action against Settling
10 Defendants for performance of Response Work, Future Response Costs, and Past
11 Response Costs, pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, or
12 Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a). This
13 covenant shall take effect upon receipt by the United States of the 8.5 million
14 dollars (\$8,500,000) in payment to the EPA Hazardous Substance Superfund as set
15 forth in Paragraph 4. With respect to each Settling Defendant, this covenant is
16 conditioned upon that Settling Defendant's satisfactory performance of its
17 obligations under this Consent Decree. With respect to Settling Defendant Saltire
18 Industrial, Inc. (f/k/a Scovill, Inc.), this covenant is further conditioned upon
19 Saltire Industrial, Inc.'s satisfactory performance of its obligations under
20 Paragraph 4.e of this Consent Decree. This covenant extends only to Settling
21 Defendants, and does not extend to any other person.

22 14. Reservation of Rights by United States. The covenant not to sue set
23 forth in Paragraph 13 does not pertain to any matters other than those expressly
24 specified therein. The United States reserves, and this Consent Decree is without
25 prejudice to, all rights against Settling Defendants with respect to other matters,
26 including but not limited to:

27 a. liability of any Settling Defendant(s) for failure of such Settling
28 Defendant(s) to meet a requirement of this Consent Decree;

1 b. liability for damages for injury to, destruction of, or loss of
2 natural resources, and for the costs of any natural resource damage assessments;
3 c. criminal liability; and
4 d. liability for response actions and response costs incurred or to
5 be incurred by the United States not covered as "matters addressed" as set forth in
6 Paragraph 18 of this Consent Decree.

7 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

8 15. Settling Defendants covenant not to sue and agree not to assert any
9 claims or causes of action against the United States or its contractors or employees
10 with respect to Response Work, Future Response Costs, and Past Response Costs,
11 as set forth in this Consent Decree, including but not limited to:

12 a. any direct or indirect claims for reimbursement from the
13 Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or
14 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any
15 other provision of law;

16 b. any claims arising out of costs or response actions at or in
17 connection with the Site, including any claim under the United States Constitution,
18 the California Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to
19 Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

20 c. any claims against the United States pursuant to Sections 107
21 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, related to the Site.

22 16. Nothing in this Consent Decree shall be deemed to constitute
23 approval or preauthorization of a claim within the meaning of Section 111 of
24 CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

25 **IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

26 17. Nothing in this Consent Decree shall be construed to create any rights
27 in, or grant any cause of action to, any person not a Party to this Consent Decree.
28 Each of the Parties expressly reserves any and all rights (including, but not limited

1 to, any right to contribution), defenses, claims, demands, and causes of action
2 which each Party may have with respect to any matter, transaction, or occurrence
3 relating in any way to the Site against any person not a Party hereto.

4 18. The Parties agree that in consideration of the payment made by
5 Settling Defendants and the execution of this Consent Decree, Settling Defendants
6 have resolved their liability to the United States and are entitled to protection from
7 contribution actions or claims as provided by Section 113(f)(2) of CERCLA,
8 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree,
9 conditioned only upon entry of this Consent Decree. Settling Defendant Saltire
10 Industrial, Inc.'s (f/k/a Scovill, Inc.) protection from contribution actions or claims
11 is further conditioned upon its satisfactory performance of its obligations under
12 Paragraph 4.e. of this Consent Decree. The "matters addressed" in this Consent
13 Decree are: Response Work; Future Response Costs; and Past Response Costs.
14 The "matters addressed" exclude those response actions and response costs to
15 which the United States has reserved its rights under this Consent Decree, and all
16 past and future response actions and response costs taken or incurred by the State
17 of California.

18 19. Each Settling Defendant agrees that, with respect to any suit or claim
19 for contribution brought by it for matters related to this Consent Decree, it will
20 notify the EPA and the DOJ in writing not later than sixty (60) days prior to the
21 initiation of such suit or claim. Each Settling Defendant also agrees that, with
22 respect to any suit or claim for contribution brought against it for matters related
23 to this Consent Decree, it will notify the EPA and the DOJ in writing within ten
24 (10) days of service of the complaint or claims upon it. In addition, each Settling
25 Defendant shall notify the EPA and the DOJ within ten (10) days of service or
26 receipt of any motion for summary judgment or any order from a court setting a
27 case for trial, for matters related to this Consent Decree.

28 20. In any subsequent administrative or judicial proceeding initiated by

1 the United States for injunctive relief, recovery of response costs, or other relief
2 relating to the Site, Settling Defendants shall not assert, and may not maintain,
3 any defense or claims based upon the principles of waiver, res judicata, collateral
4 estoppel, issue preclusion, claim-splitting, or other defenses based upon any
5 contention that the claims raised by the United States in the subsequent proceeding
6 were or should have been brought in the instant case; provided, however, that
7 nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by
8 Plaintiff set forth in Section VII.

9 X. SITE ACCESS

10 21. Commencing upon the date of lodging of this Consent Decree, each
11 Owner Settling Defendant agrees to provide the United States and the State of
12 California and their representatives, including the EPA and the Los Angeles
13 Regional Water Quality Control Board, and their contractors, access at all
14 reasonable times to the property within the Site owned or controlled by that Owner
15 Settling Defendant to which access is determined by the EPA or the State of
16 California to be required for the implementation of this Consent Decree, or for the
17 purpose of conducting any response activity related to the Site, including but not
18 limited to:

- 19 a. Monitoring of investigation, removal, remedial or other
20 activities at the Site;
- 21 b. Verifying any data or information submitted to the United
22 States or the State of California;
- 23 c. Conducting investigations relating to contamination at or near
24 the Site;
- 25 d. Obtaining samples;
- 26 e. Assessing the need for, planning, or implementing response
27 actions at or near the Site; and
- 28 f. Inspecting and copying records, operating logs, contracts, or

1 other documents maintained or generated by Settling Defendants or their agents,
2 consistent with Section XI (Access to Information).

3 22. Notwithstanding any provision of this Consent Decree, the United
4 States retains all of its access authorities and rights, including enforcement
5 authorities related thereto, under CERCLA, the Resource Conservation and
6 Recovery Act, 42 U.S.C. § 6927, and any other applicable statutes or regulations.

7 23. Notice of Obligations to Successors-in-Title.

8 a. Within fifteen (15) days after the entry of this Consent Decree,
9 Owner Settling Defendants shall each record a notice of the entry of this Consent
10 Decree with the Recorder's Office, Los Angeles County, State of California.
11 Thereafter, each deed, title, or other instrument conveying an interest in the
12 property included in the Site shall contain a notice stating that the property is
13 subject to this Consent Decree and shall reference the recorded location of the
14 Consent Decree and any restrictions applicable to the property.

15 b. The obligations of each Owner Settling Defendant with respect
16 to the provision of access under Section X (Site Access) shall be binding upon any
17 and all persons who subsequently acquire any such interest or portion thereof
18 (hereinafter "Successors-in-Title"). Within fifteen (15) days after the entry of this
19 Consent Decree, each Owner Settling Defendant shall record at the Recorder's
20 Office a notice of obligation to provide access under Section X (Site Access) and
21 related covenants, if any. Each subsequent instrument conveying an interest to
22 any such property included in the Site shall reference the recorded location of such
23 notice and covenants applicable to the property.

24 c. Any Owner Settling Defendant and any Successor-in-Title
25 shall, at least thirty (30) days prior to the conveyance of any such interest, give
26 written notice of this Consent Decree to the grantee and written notice to the EPA
27 of the proposed conveyance, including the name and address of the grantee, and
28 the date on which notice of the Consent Decree was given to the grantee. In the

1 event of any such conveyance, an Owner Settling Defendant's obligations under
2 this Consent Decree, including its obligation to provide or secure access pursuant
3 to Section X (Site Access), to the extent that such Owner Settling Defendant has
4 access rights to the property, shall continue and shall also be met by the
5 Successor-in-Title. In no event shall the conveyance of an interest in property that
6 includes or is a portion of the Site release or otherwise affect the liability of
7 Settling Defendants to comply with this Consent Decree.

8 **XI. ACCESS TO INFORMATION**

9 24. Each Settling Defendant (as defined in Paragraph I.v., except that
10 with respect to Affiliates for purposes of this Section and Section XII (Retention
11 of Records) only those Affiliates executing this Consent Decree) shall comply
12 with the terms of this Section and Section XII (Retention of Records). Each
13 Settling Defendant represents, after making appropriate inquiries, that those
14 Affiliates not executing this Consent Decree do not possess or control any records
15 or documents covered by this Section or Section XII (Retention of Records), other
16 than duplicates of records or documents that are in the Settling Defendant's
17 possession or control.

18 25. Settling Defendants shall provide to the EPA, upon request, copies of
19 all documents and information within their possession or control or that of their
20 contractors or agents relating to activities at the Site, including, but not limited to,
21 sampling, analysis, chain of custody records, manifests, trucking logs, receipts,
22 reports, sample traffic routing, correspondence, or other documents or information
23 related to the Site.

24 26. Confidential Business Information and Privileged Documents.

25 a. Settling Defendants may assert business confidentiality claims
26 covering part or all of the documents or information submitted to Plaintiff under
27 this Consent Decree to the extent permitted by and in accordance with Section
28 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).

1 Documents or information determined to be confidential by the EPA will be
2 accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of
3 confidentiality accompanies documents or information when they are submitted to
4 the EPA, or if the EPA has notified Settling Defendants that the documents or
5 information are not confidential under the standards of Section 104(e)(7) of
6 CERCLA, the public may be given access to such documents or information
7 without further notice to Settling Defendants.

8 b. Settling Defendants may assert that certain documents, records
9 or other information are privileged under the attorney-client privilege, any other
10 privilege recognized by federal law, or the mediation privilege recognized under
11 California law at Cal. Evid. Code § 1119. If Settling Defendants assert such a
12 privilege in lieu of providing documents, they shall provide Plaintiff with the
13 following: 1) the title of the document, record, or information; 2) the date of the
14 document, record, or information; 3) the name and title of the author of the
15 document, record, or information; 4) the name and title of each addressee and
16 recipient; 5) a description of the subject of the document, record or information;
17 and 6) the privilege asserted. However, no documents, reports, or other
18 information created or generated pursuant to the requirements of this or any other
19 consent decree with the United States shall be withheld on the grounds that they
20 are privileged. If a claim of privilege applies only to a portion of a document, the
21 document shall be provided to Plaintiff in redacted form to mask the privileged
22 information only. Settling Defendants shall retain all records and documents that
23 they claim to be privileged until the United States has had a reasonable
24 opportunity to dispute the privilege claim and any such dispute has been resolved
25 in the Settling Defendants' favor.

26 27. No claim of confidentiality shall be made with respect to any data,
27 including but not limited to, all sampling, analytical, monitoring, hydrogeologic,
28 scientific, chemical, or engineering data, or any other documents or information

1 evidencing conditions at or around the Site.

2 **XII. RETENTION OF RECORDS**

3 28. Until ten (10) years after the entry of this Consent Decree, each
4 Settling Defendant shall preserve and retain all records and documents now in its
5 possession or control, or which come into its possession or control thereafter, that
6 relate in any manner to response actions taken at the Site or the liability of any
7 person for response actions conducted and to be conducted at the Site, regardless
8 of any corporate retention policy to the contrary. After five (5) years, each
9 Settling Defendant may contact the EPA in writing to request instructions as to
10 whether such records and documents shall be maintained for the remaining five (5)
11 year retention period, or whether such records and documents may be discarded.
12 No retained records or documents shall be disposed of prior to the ten year
13 retention period, unless a Settling Defendant receives instructions from the EPA
14 specifically permitting that Settling Defendant to dispose of such records and
15 documents.

16 29. After the conclusion of the ten (10) year document retention period in
17 the preceding Paragraph, Settling Defendants shall notify the EPA and the DOJ at
18 least ninety (90) days prior to the destruction of any such records or documents,
19 and, upon request by the EPA or the DOJ, Settling Defendants shall deliver any
20 such records or documents to EPA subject to the same privilege provisions set
21 forth in Section XI (Access To Information).

22 30. By signing this Consent Decree, each Settling Defendant certifies
23 individually that, after thorough inquiry, to the best of its knowledge and belief, it
24 has not altered, mutilated, discarded, destroyed, or otherwise disposed of any
25 records, documents, or other information relating to its potential liability regarding
26 the Site, after notification of potential liability or the filing of a suit against the
27 Settling Defendant regarding the Site; and that it has fully complied with any and
28 all EPA requests for information regarding the Site pursuant to Section 104(e) and

1 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of
2 RCRA, 42 U.S.C. § 6927.

3 XIII. NOTICES AND SUBMISSIONS

4 31. Whenever, under the terms of this Consent Decree, notice is required
5 to be given or a document is required to be forwarded by one party to another, it
6 shall be directed to the individuals at the addresses specified below, unless those
7 individuals or their successors give notice of a change to the other Parties in
8 writing. Written notice as specified herein shall constitute complete satisfaction of
9 any written notice requirement of the Consent Decree with respect to the United
10 States (the DOJ and the EPA) and Settling Defendants, respectively.

11 As to the United States:

12 As to DOJ:

13 Bruce S. Gelber
14 Chief, Environmental Enforcement Section
15 Environment and Natural Resources Division
16 U.S. Department of Justice (DJ # 90-11-2-354/1)
17 P.O. Box 7611 (Attn: Elizabeth F. Kroop, Trial Attorney)
18 Washington, D.C. 20044-7611

16 As to EPA:

17 Dustin Minor (ORC-3)
18 Assistant Regional Counsel
19 U.S. Environmental Protection Agency, Region IX
20 75 Hawthorne Street
21 San Francisco, California 94105

20 As to Settling Defendants:

21 Appendix A lists the names and addresses of Settling Defendants' agents.

22 Any Settling Defendant may change the identity or contact information for
23 its agent at any time by written notice to the Court and to the United States. Each
24 Settling Defendant hereby waives notice of any such changes submitted by other
25 Settling Defendants.

26 XIV. RETENTION OF JURISDICTION

27 32. This Court shall retain jurisdiction over this matter for the purpose of
28

1 interpreting and enforcing the terms of this Consent Decree.

2 **XV. INTEGRATION/APPENDICES**

3 33. This Consent Decree constitutes the final, complete and exclusive
4 agreement and understanding among the Parties with respect to the settlement
5 embodied in this Consent Decree. The Parties acknowledge that there are no
6 representations, agreements or understandings relating to the settlement other than
7 those expressly contained in this Consent Decree.

8 **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

9 34. This Consent Decree shall be lodged with the Court for a period of
10 not less than thirty (30) days for public notice and comment. The United States
11 reserves the right to withdraw or withhold its consent if the comments regarding
12 the Consent Decree disclose facts or considerations which indicate that this
13 Consent Decree is inappropriate, improper, or inadequate. Settling Defendants
14 consent to the entry of this Consent Decree without further notice.

15 35. If for any reason this Court should decline to approve this Consent
16 Decree in the form presented, this agreement is voidable at the sole discretion of
17 any party and the terms of the agreement may not be used as evidence in any
18 litigation between the Parties.

19 **XVII. EFFECTIVE DATE**

20 36. The effective date of this Consent Decree shall be the date upon
21 which it is entered by the Court.

22 **XVIII. SIGNATORIES/SERVICE**

23 37. Each undersigned representative of a Settling Defendant to this
24 Consent Decree and the Assistant Attorney General for the Environment and
25 Natural Resources Division of the United States Department of Justice certifies
26 that he or she is authorized to enter into the terms and conditions of this Consent
27 Decree and to execute and bind legally such Party to this document.

28 38. Each Settling Defendant hereby agrees not to oppose entry of this

1 Consent Decree by this Court or to challenge any provision of this Consent
2 Decree, unless the United States has notified Settling Defendants in writing that it
3 no longer supports entry of the Consent Decree.

4 39. Each Settling Defendant shall identify, on the attached signature
5 page, the name and address of an agent who is authorized to accept service of
6 process by mail on behalf of that Party with respect to all matters arising under or
7 relating to this Consent Decree. Settling Defendants hereby agree to accept
8 service in that manner and to waive the formal service requirements set forth in
9 Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of
10 this Court, including but not limited to, service of a summons.

11 XIX. FINAL JUDGMENT

12 40. Upon approval and entry of this Consent Decree by this Court, this
13 Consent Decree shall constitute a final judgment between and among the United
14 States and Settling Defendants. The Court finds that there is no just reason for
15 delay and therefore enters this judgment as the final judgment under Fed. R. Civ.
16 P. 54 and 58.

17
18 SO ORDERED THIS 24 DAY OF May, 2006.

19
20
21 Andrew B. Collins
22 United States District Judge
23
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR THE UNITED STATES OF AMERICA

6
7
8 Dated: 7/22/03

9 *Kelly A Johnson*
10 ~~THOMAS L. SANSONETTI~~
11 Acting Assistant Attorney General
12 Environment and Natural Resources
13 Division
14 United States Department of Justice

15
16
17
18
19
20
21
22
23
24
25
26
27
28
Dated: _____

Elizabeth F. Kroop
ELIZABETH F. KROOP
Trial Attorney
Environmental Enforcement Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
Telephone: (202) 514-5244
Telecopier: (202) 514-2583

DEBRA W. YANG
United States Attorney for the
Central District of California

SUZETTE CLOVER
Assistant U. S. Attorney
300 North Los Angeles Street
Los Angeles, CA 90012
Telephone: (213) 894-2442
Telecopier: (213) 894-7819

1
2 Dated: 12 June 2003

for *Nancy Lindsey*
KEITH TAKATA
Director, Superfund Division
U.S. EPA, Region IX

3
4
5
6 Dated: June 6, 2003

Brett Moffatt
BRETT MOFFATT
Assistant Regional Counsel
U.S. EPA, Region IX

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:
6 ACORN ENGINEERING COMPANY

7
8 Date:

12/11/02



9
10 [Names and address of Defendant's signatories]

11
12
13 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

14
15 Name: DONALD E. MORRIS

16
17 Title: PRESIDENT/CEO

18
19 Address: 15125 PROCTOR AVENUE

20 CITY OF INDUSTRY, CA 91746
21
22
23
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:
DWM PROPERTIES, LLC

6
7
8 Date: 3/6/03

Donald E. Morris
9 [Names and address of Affiliate's signatories]

10 DONALD E. MORRIS, PARTNER
11 15125 PROCTOR AVENUE
12 CITY OF INDUSTRY, CA 91746

13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: DONALD E. MORRIS

17
18 Title: PARTNER

19
20 Address: 15125 PROCTOR AVENUE
CITY OF INDUSTRY, CA 91746
21
22
23
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:
6 DWM PROPERTIES, LLC

7
8 Date: 3-11-03

William D Morris

9
10 [Names and address of Affiliate's signatories]

11 WILLIAM D. MORRIS, PARTNER
12 15125 PROCTOR AVENUE
13 CITY OF INDUSTRY, CA 91746

14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: WILLIAM D. MORRIS

17
18 Title: PARTNER

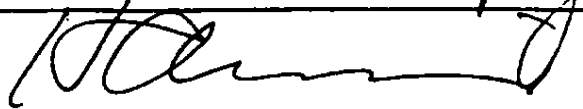
19
20 Address: 15125 PROCTOR AVENUE
21 CITY OF INDUSTRY, CA 91746

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6
7
8 Date:

12-06-02

Aerosol Services Company, Inc.


9
10 [Names and address of Defendant's signatories]

11 Aerosol Services Company, Inc.
12 425 S. Ninth Avenue
13 City of Industry, CA
14 91746

15 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

16 Name:

Howard C. Lim

17
18 Title:

Attorney-in-fact

19
20 Address:

1411 Circle Drive
San Marino, CA
91108

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6
7
8 Date: 12/06/02

C. Roy Herring

9 [Names and address of Defendant's signatories]

10 C. ROY HERRING

11 Individually, as Trustee of the Miriam Herring Trust
12 and as Manager for Herring Investments, LLC

13 621 Reposado Drive
14 La Habra Heights, CA 90631

15 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

16 Name: Charles H. Pomeroy

17 CHARLES H. POMEROY

18 McKenna Long & Aldridge LLP,
19 attorneys for C. Roy Herring,

20 Title: ~~Individually, as Trustee of the Miriam~~
21 Herring Trust and as Manager for Herring Investments,
22 LLP

23 Address: 444 South Flower Street

24 8th Floor
25 Los Angeles, CA 90071
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6 *Hexcel Corporation*

7
8 Date: 2/24/03

9 *[Signature]*
Radney R. Jenkins, Jr.

10 [Names and address of Defendant's signatories]

11 *Assistant Secretary*
12 *281 Tresser Blvd. 16th Floor*
13 *Stanford CT 06901*

14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15 Name: *J. S. Krakauer*

16
17 Title: *Secretary*

18
19 Address: *281 Tresser Blvd 16th Floor*
20 *Stanford, CT 06901*
21
22
23
24
25
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27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE: BCY Industrial Enterprises

6
7
8 Date: 16/4/03
9 April 16, 2003

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By: 
By: ~~Brian Yip~~, President

[Names and address of Affiliate's signatories]

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name: EUGENE S. ALKANA

Title: ATTORNEY

Address: 131 N. El Molino Ave., #310
PASADENA, CALIFORNIA 91101

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6
7
8 Date: 6/12/02

Clifford Olson

9
10 [Names and address of Defendant's signatories]

11 LANSKO DIE CASTING, INC., by CLIFFORD OLSON
12 9210 Science Center Drive
13 New Hope, MN 55428

14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: _____

CHARLES H. POMEROY

17 McKenna Long & Aldridge LLP,
attorneys for

18 Title: Lansco Die Casting, Inc.

19
20 Address: 444 S. Flower Street

8th Floor

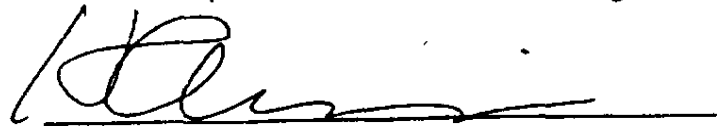
21 Los Angeles, CA 90071
22
23
24
25
26
27
28

SCANNED

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR DEFENDANT: *Howard Lim, Walter*
5 *Lim, Sylvia Lim & Nancy Lim*
6

7 Date: 12-06-02
8



9 [Names and address of Defendant's signatories]
10

11 *1411 Circle Drive*
12 *San Marino, CA 91108*
13

14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15 Name: *Howard C. Lim*
16

17 Title: *Attorney-in-fact*
18

19 Address: *1411 Circle Drive*
20 *San Marino, CA*
21 *91108*
22
23
24
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28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:

6 MASCO BUILDING PRODUCTS CORP.

7
8 Date: 1/17/03

9 By: David L. Hirsch
David L. Hirsch, Assistant Secretary
21001 Van Born Road
Taylor, Michigan 48180

10 [Names and address of Affiliate's signatories]

11 By: Eugene A. Gargaros, Jr.
12 Eugene A. Gargaros, Jr.
13 Vice President, Secretary
21001 Van Born Road
Taylor, Michigan 48180

14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: CT Corporation System

17
18 Title: _____

19
20 Address: 818 West Seventh Street
Los Angeles, CA 90017

THE UNDERSIGNED PARTY enters into this Consent Decree, relating to the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente Valley Operable Unit.

FOR DEFENDANT:

Date: December 16, 2002

Nicholas B. Bauer

Nicholas B. Bauer

Saltire Industrial, Inc.

[Names and address of Defendant's signatories]

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name: Nicholas B. Bauer

Title: Vice President, Environmental Affairs

Address: Saltire Industrial, Inc.
12030 Sunrise Valley Drive, Suite 300
Reston, VA 20191

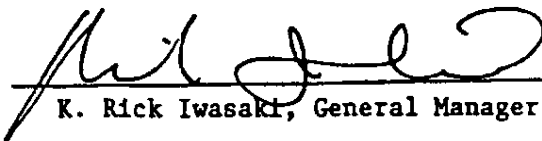
SCANNED

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:
6 Somitex Prints of California

7
8 Date:

Dec. 6 2002


K. Rick Iwasaki, General Manager

9
10 [Names and address of Defendant's signatories]

11
12
13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: John J. Allen

17
18 Title: Counsel for Somitex Prints of
19 California

20 Address: Allen Matkins Leck Gamble & Mallory LLP
21 515 S. Figueroa St., 7th Floor
22 Los Angeles, CA 90071-3398
23
24
25
26
27
28

SCANNED

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:
6 Bun International Corporation

7
8 Date:

Dec. 6, 2002

9
10 
11 K. Rick Iwasaki

12 [Names and address of Affiliate's signatories]

13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: John J. Allen

17
18 Title: Counsel

19
20 Address: Allen Matkins Leck Gamble & Mallory LLP
21 515 S. Figueroa Street, 7th Floor
22 Los Angeles, CA 90071-3398
23
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6
7 Date: September 18, 2002 J. Michael Hemmer
8

9 [Names and address of Defendant's signatories]
10

11 J. Michael Hemmer, Vice President-Law
12 Union Pacific Railroad Company
13 1416 Dodge Street, Room 830
14 Omaha, NE 68179

15 Agent Authorized to Accept Service on Behalf of the Above-signed Party:
16

17 Name: David P. Young
18

19 Title: Environmental Counsel
20

21 Address: 1416 Dodge Street, Omaha, NE 68179
22
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1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR DEFENDANT:

6
7
8 Date: 12/13/02

Gee Engineering
Will R. Parker
[Names and address of Defendant's signatories]

11
12
13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name: RICHARD R. PARKER

17
18 Title: C.E.O.

19
20 Address: 1425 S. VINEYARD AVE.
21 ONTARIO, CA. 91761

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:

6
7
8 Date:

12/14/02

Arthur B. Schults

9
10 [Names and address of Affiliate's signatories]

ARTHUR B. SCHULTS

P.O. Box 7275

Incline Village, NV 89452

11
12
13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15
16 Name:

17
18 Title:

19
20 Address:

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:

6
7
8 Date: 12/12/02

JOSEPH POLTORAK

JOSEPH POLTORAK

Daphne Poltorak

[Names and address of Affiliate's signatories]

10
11
12
13
14 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

15 Name: Daphne Poltorak (wife)

16
17 Title: _____

18
19 Address: 34300 Larkspur Bay Dr., #14
20 Dana Point, CA 92629
21
22
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27
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SCANNED

THE UNDERSIGNED PARTY enters into this Consent Decree, relating to the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente Valley Operable Unit.

FOR AFFILIATE:

Date: Nov. 4, 2002

Daniel Saporzadeh

[Names and address of Affiliate's signatories]

D. Saporzadeh

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name: Daniel Saporzadeh

Title: _____

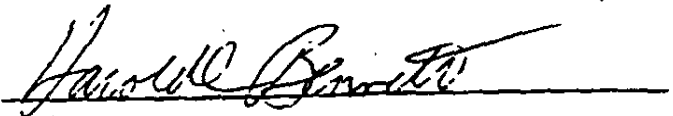
Address: 10724 Wilshire Boulevard, #905
Los Angeles, CA 90024

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 **FOR DEFENDANT:**

Utility Trailer Manufacturing Company

6
7
8 Date: December 6, 2002



Harold C. Bennett, President

9
10 **[Names and address of Defendant's signatories]**

Harold C. Bennett, President
17295 E. Railroad Street
City of Industry, CA 91748

11
12
13
14 **Agent Authorized to Accept Service on Behalf of the Above-signed Party:**

15
16 Name: John Stanton

17
18 Title: Director of Industrial Relations

19 17295 E. Railroad Street
20 Address: City of Industry, CA 91748

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR AFFILIATE:

6
7
8 Date: 12/26/02



9 [Names and address of Affiliate's signatories]

10
11
12
13 Agent Authorized to Accept Service on Behalf of the Above-signed Party:

14
15
16 Name: Kevin Radecki

17
18 Title: Executive Director
19 Industry Urban-Development Agency
20 15625 East Stafford Street, Suite 200
21 City of Industry, CA 91744

22 Address: _____
23
24
25
26
27
28

SCANNED

APPENDIX A

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
1. Acorn Engineering Company	DWM Properties, LLC	15125 Proctor Avenue City of Industry, CA 91746-0527	Don Morris Acorn Engineering Company P.O. Box 3527 City of Industry, CA 91744 Telephone: (626) 855-4886 Fax: (626) 855-4865 dmorris@acorneng.com <u>With a copy to:</u> Gene Lucero, Esq. Latham & Watkins 633 West Fifth Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 485-1234 Fax: (213) 891-8763 gene.lucero@lw.com

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
2. Aerosol Services Company, Howard Lim, Walter Lim, Sylvia Lim and Nancy Lim		425 South Ninth Avenue City of Industry, CA 91746	Howard Lim, as attorney in-fact for Aerosol Services Company, Inc., and for himself and as attorney-in-fact for Walter Lim, Sylvia Lim and Nancy Lim 1411 Circle Drive San Marino, CA 91108 Telephone: (626) 796-9947 Fax: (626) 796-9949 <u>With a copy to:</u> Gene Lucero, Esq. Latham & Watkins 633 West Fifth Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 485-1234 Fax: (213) 891-8763 gene.lucero@lw.com

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
3. GOE Engineering Company	Mr. Joseph Poltorak Mr. Arthur Schultz Mr. Daniel Saparzadeh	250 9 th Avenue City of Industry, CA	<p>Re: GOE Engineering Company Mr. and Mrs. Richard Parker GOE Engineering Co., Inc. 3310 West Wild Aviary Place Tucson, AZ 85745</p> <p>Telephone: (626) 357-2345 Fax: (626) 852-5844</p> <p><u>With a copy to:</u></p> <p>Mr. Peter Minnar Ken Randall America 7 Bullfinch Place P.O. Box 9510 Boston, MA 02114-9510 Re: Claim No. OSB-09402N-01</p> <p>Telephone: (617) 234-3865 Fax: (617) 234-3899 peter.minnar@randallamerica.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
			<p><u>With a copy to:</u></p> <p>Dan Romano, Esq. Law Offices of Daniel Romano 11661 San Vicente Blvd., #802 Los Angeles, CA 90049</p> <p>Telephone: (310) 207-2172 Fax: (310) 207-0221 DanRomano@aol.com</p> <p><u>Re: Daniel Saparzadeh</u> Daniel Saparzadeh 10724 Wilshire Boulevard, #905 Los Angeles, CA 90024</p> <p><u>With a copy to:</u></p> <p>Dan Romano, Esq. Law Offices of Daniel Romano 11661 San Vicente Blvd., #802 Los Angeles, CA 90049</p> <p>Telephone: (310) 207-2172 Fax: (310) 207-0221 DanRomano@aol.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
4. Hexcel Corporation	BCY Industrial Enterprises	140 N. Orange Avenue City of Industry, CA	<p>A. William Nosil Hexcel Corporation 11711 Dublin Blvd. Dublin, CA 94568</p> <p>Telephone: (925) 551-4900 (ext. 4482) Fax: (925) 828-3213</p> <p><u>With a copy to:</u></p> <p>Susan H. Shumway, Esq. 59 Wilton Road Westport, CT 06880</p> <p>Telephone: (203) 221-8710 Fax: (203) 341-7750 shumwaysus@aol.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
5. Lansco Die Casting, C. Roy Herring, individually and as trustee of the Miriam Herring Trust and Herring Investments, LLC		711 S. Stimson Avenue City of Industry, CA	<p>Clifford Olson Lansco Die Casting, Inc. 711 S. Stimson Avenue City of Industry, CA 91745</p> <p>Telephone: (626) 961-3441 Fax: (626) 369-7129</p> <p>C. Roy Herring 621 Reposado Drive La Habra Heights, CA 90631</p> <p><u>With a copy to:</u></p> <p>Charles H. Pomeroy, Esq. McKenna Long & Aldridge LLP 444 S. Flower Street, 8th Floor Los Angeles, CA 90071</p> <p>Telephone: (213) 243-6256 Fax: (213) 243-6330 cpomeroy@mckennalong.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
			<p>Re: <u>Masco Building Products Corp.</u> 21001 Van Born Road Taylor, MI 48180 Attn: Director of Health, Safety and Environmental Affairs</p> <p><u>With a copy to:</u> General Counsel 21001 Van Born Road Taylor, MI 48180</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
7. Somitex Prints of California	Bun International Corporation	17355 Railroad Street City of Industry, CA	<p>R. Rick Iwasaki General Manager Somitex Prints of California, Inc. 17355 Railroad Street City of Industry, CA 91748</p> <p>Telephone: (626) 965-8411 Fax: (626) 810-8247</p> <p><u>With a copy to:</u></p> <p>John J. Allen, Esq. Allen Matkins Leck Gamble & Mallory 515 S. Figueroa Street, 7th Floor Los Angeles, CA 90071</p> <p>Telephone: (213) 955-5548 Fax: (213) 620-8816 jallen@allenmatkins.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
8. Union Pacific Railroad Company	Union Pacific Corporation Southern Pacific Transportation Company Southern Pacific Company SPTC Holding, Inc. Southern Pacific Rail Corporation UP Holding Company, Inc. Union Pacific Fruit Express Company Pacific Fruit Express Company Pacific Motor Trucking Company Jack Cooper Transport Company, Inc. Southern Pacific Motor Trucking Co. Pacific Motor Transport Company Pacer International, Inc. EK Industries, Inc. dba Intermodal Maintenance Services	650 S. Stimson Avenue City of Industry, CA and 17525 Arneth Avenue City of Industry, CA	Mr. James A. Levy Union Pacific Railroad Company 9451 Atkinson Street, Suite 100 Roseville, CA 95747-9711 Telephone: (916) 789-5528 Fax: (916) 789-5562 JALEVY@up.com <u>With a copy to:</u> Patricia M. O'Toole, Esq. The O'Toole Law Firm P.O. Box 352348 Los Angeles, CA 90035-0260 725 S. Figueroa St., Suite 3200 Los Angeles, CA 90017 Telephone: (213) 630-4220 Fax: (213) 683-1148 otoolelaw@earthlink.net

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
9. Utility Trailer Manufacturing Company	Industry Urban-Development Agency	17295 East Railroad Street City of Industry, CA 91748	<p>Re: Utility Trailer Manufacturing Company</p> <p>John Stanton Utility Trailer Manufacturing Company P.O. Box 1299 City of Industry, CA 91749</p> <p>Telephone: (626) 854-7308 Fax: (626) 964-3314</p> <p><u>With a copy to:</u></p> <p>Gene Lucero, Esq. Latham & Watkins 633 West Fifth Street, Suite 4000 Los Angeles, CA 90071</p> <p>Telephone: (213) 485-1234 Fax: (213) 891-8763 gene.lucero@lw.com</p>

SCANNED

SETTLING DEFENDANT	AFFILIATES	ADDRESS OF SETTLING DEFENDANT	AGENT
			<p>Re: <u>Industry Urban-Development Agency</u> Kevin Radecki Executive Director Industry Urban-Development Agency P.O. Box 7089 City of Industry, CA 91744</p> <p>Telephone: (626) 333-1480 Fax: (626) 333-4273</p> <p><u>With a copy to:</u></p> <p>James Geocaris, Esq. 20321 Acacia Street, Suite 200 Newport Beach, CA 92660</p> <p>Telephone: (949) 253-8016 Fax: (949) 955-2421</p>

SCANNED